

GREENVILLE, CO. S. C.

APR 27 12 22 PM '71

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

OLLIE FARNSWORTH
R.M.C.

BOOK 1188 PAGE 205

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BILLIE J. DURHAM

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PEOPLES NATIONAL BANK, GREENVILLE, SOUTH CAROLINA

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Three Thousand One Hundred Twenty Six and 24/100ths-----
-----Dollars (\$ 3,126.24) due and payable

in monthly installments of Sixty Five and 13/100ths (\$65.13) Dollars beginning on May 25, 1971, and continuing on each and every month thereafter

with interest thereon from April 25, 1971 at the rate of 5½ per centum per annum, to be paid: annually

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the ~~STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE~~ City of Greenville, Butler Township, County of Greenville, State of South Carolina, being known and designated as Lot No. 71 on a plat of College Heights made by Dalton & Neves, Engineers, recorded in the R.M.C. Office for Greenville County in Plat Book P, Page 75, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Griffin Drive, the joint corner of Lots Nos. 70 & 71; thence with the joint line of said lots S. 56-50 W. 150 feet to an iron pin in line of Lot No. 73; thence with the line of said lot S. 33-10 E. 75 feet to an iron pin in line of Lot No. 72; thence with the line of said Lot N. 56-50 E. 150 feet to an iron pin on the west side of Griffin Drive; thence with the west side of said Drive N. 35-10 W. 75 feet to the beginning corner.

This conveyance is subject to all easements, restrictions, and rights of way of record.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.